

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF YORK )

**AGREEMENT**

**WHEREAS**, the City of Rock Hill, by duly authorized action of its City Council, hereinafter referred to as "City" and Rock Hill Telephone Company, hereinafter referred to as "Telco" wish to enter into this Agreement.

**NOW THEREFORE**, for consideration, each to the other paid, sufficient receipt of which is hereby acknowledged, and the other rights, duties and obligations as set out below, the parties agree as follows:

1. That Telco is a telephone company organized and existing under the laws of the State of South Carolina and as such is eligible to take advantage of the credit against license tax liability for amounts paid by Telco in cash to provide "infrastructure" for an "eligible project" under §12-20-105(A) of the South Carolina Code (the "Infrastructure Credit").
2. That City is a body politic organized as a municipality under the laws of the State of South Carolina.
3. That Telco serves customers in the State of South Carolina, and that the City has undertaken projects and made improvements and has plans to undertake projects and make improvements which are or will be eligible for the Infrastructure Credit.
4. That Telco, under §12-20-105 of the South Carolina Code, is allowed to apply and will apply for the Infrastructure Credit against its license tax liability for amounts paid in cash to provide infrastructure for eligible projects as described in such statute and as set forth herein.
5. That the City has requested and Telco has agreed to contribute funds to the City for the purpose of infrastructure improvements related to the SouthCross project (as further described below) sponsored by the City in the amount of \$100,000.00 that Telco would otherwise have paid as part of its license liability to the State of South Carolina Department of Revenue ("SCDOR"). Specifically, the contributions will be as follows: \$100,000, to be paid by Telco to City on or before December 31, 2009; City will use the contribution to pay some of the costs for the construction of infrastructure at the following eligible project: SouthCross Corporate Center in Rock Hill, South Carolina, which project is part of a fee in lieu of tax agreement with York County.
6. That the City warrants that the funds referred to in 5. above will be used only for "infrastructure" improvements authorized by §12-20-105(C) of the South Carolina Code.

7. That the City warrants that it will maintain the funds in a separate account(s), and that it will abide by, and the City's uses of the funds will comply with all stipulations, conditions, and requirements of §12-20-105 of the South Carolina Code that are within City's control to enable Telco to apply for the Infrastructure Credit in the amount of the funds paid to City. However, City does not warrant that SCDOR will grant the Infrastructure Credit to Telco.
8. That in the event the City fails to properly use or oversee the proper use of the funds contributed by the Telco or a project fails to qualify, or if for any other reason Telco is denied the Infrastructure Credit, in whole or in part, by the State of South Carolina, the City hereby agrees to take any and all steps necessary to repay to Telco those funds immediately regardless of whether the City itself may have been responsible for the disqualification. In addition, in the event the above referenced \$100,000.00 or any portion thereof fails to qualify as the Infrastructure Credit, in whole or in part, by the State of South Carolina, then Telco shall not be obligated to remit such funds under this Agreement.
9. That in the event Telco is advised by any agency of the State of South Carolina of an assertion by such agency that the use of the funds failed to qualify and that the Telco will be held responsible for the payment of amounts to the State as a result of the loss of the Infrastructure Credit, the City agrees that it will immediately repay to Telco such funds previously paid to City plus any penalty, interest and fines associated with the claim of the State with respect to such funds. Telco agrees that upon such an occurrence and payment, it will tender the defense of the claim to the City, at the City's expense, and will lend its reasonable cooperation to such defense.
10. If the City fails to reimburse or pay on demand any amounts as required under Paragraphs 8. and 9. hereof, Telco shall have a cause of action against the City for such amounts and for the reasonable costs of attorney's fees, costs of investigation, court costs and other expense associated with any such suit.
11. The parties agree that they will sign forms required by any rule of SCDOR or reasonably requested by the Telco, including any form waiving the statute of limitations applicable to SCDOR and its attempts to collect the above referenced funds in connection with this process. The parties also agree to take all steps necessary to cooperate with SCDOR to see that the transfer and use of these funds are appropriately handled and accounted for.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**CITY OF ROCK HILL**

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_



STATE OF SOUTH CAROLINA )  
 )  
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Personally appeared before me \_\_\_\_\_ and  
made oath that he/she saw the within named **ROCK HILL TELEPHONE COMPANY** by  
\_\_\_\_\_, sign, seal, and as his act and deed, deliver  
the within written contract, and that he/she with \_\_\_\_\_, witnessed the  
execution thereof.

\_\_\_\_\_

SWORN TO before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission expires: \_\_\_\_\_.